BEFORE

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKET NO.: 2022-57-T

Docket No.: 2022-57-T, Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

REQUEST TO UTILIZE ELECTRONIC BILL OF LADING

All My Sons of Myrtle Beach, LLC ("Applicant") hereby requests that the Public Service Commission of South Carolina ("Commission"), pursuant to 10 S.C. Code Regs. §§ 103-158. Issuance of Bill of Lading; 103-159. Contents of Bill of Lading; and 103-823. Applications, and other applicable rules and regulations of the Commission permit Applicant to utilize an Electronic Bill of Lading. In support of this request, Applicant states as follows:

A. Bill of Lading

On May 3, 2022, Applicant filed in this proceeding the Bill of Lading that is attached as hereto as Exhibit No. 1.

B. Electronic Bill of Lading

- 1. Applicant's proposed electronic Bill of Lading contains the same information as the proposed Bill of Lading designated as Exhibit No. 1.
- 2. The process to be used by Applicant is identical to the one described in the factual Letter/Memorandum dated July 7, 2020, signed by Jeff Wolf, Field Vice President, regarding All My Sons Moving & Storage of Charleston, LLC (approved Docket No. 2020-

211-T, Order No. 2010-610, September 16, 2020), which is attached hereto and made a part hereof as Exhibit No. 2. Applicant will retain a database of the electronic bills of lading at its office and maintain them for a minimum of three years as required by Regulation No. 103-158. This database and its printed contents will be available for review and inspection by the South Carolina Office of Regulatory Staff.

3. Each shipment by a household goods motor carrier must be accompanied by the bill of lading or some other procedure authorized by the Commission pursuant to Regulation No. 103-162. Applicant seeks approval to use an electronic bill of lading process described above as an "other procedure."

C. Conclusion

WHEREFORE, for the foregoing reasons, and for good cause shown, Applicant respectfully requests approval from the Commission to utilize an electronic bill of lading for its household goods moves in South Carolina.

Dated this 12th day of May, 2022.

By /s David Popowski

David Popowski, SC Bar #4511 Popowski Law Firm, LLC 171 Church Street, Suite 110 P.O. Box 1064 Charleston, SC 29402 Phone: (843) 722 8301

Phone: (843) 722-8301 Facsimile: (843) 722-8309 david@popowskilaw.com Attorney for Applicant All My Sons of Myrtle Beach, LLC

May 12, 2022 Charleston, SC

EXHIBIT 1

THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577 (843) 580-5020

SHIPPER						CONSIGNEE				
COMPANY						ADDRESS				
STREET ADDRESS						CITY & STATE				
CITY & STATE						NOTIFY IN CASE OF DELAY CHARGES				
TELEPHONE						NAME				
						ADDRESS				
						TELEPHONE				
AGREED LOAD DATES:						BILL TO				
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	DEED LINILOAD DATEC.					CITY & STATE				
AG	REED UNLOAD DATES:					ATTN		NO		
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CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

/or

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. When a shipper elects to ship an article as defined herein, and

notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.
[] Option 1 I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.
[] Option 2 I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).
[] Option 3 I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.
SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.
NAME OF SHIPPER, OWNER OR CONSIGNEE DATE
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

EXHIBIT 2



July 7, 2020

Jocelyn G. Boyd Chief Clerk and Administrator Public Service Commission of South Carolina 101 Executive Center Dr., Suite 100 Columbia, SC 29210-8412

RE: Petition for Approval of Use of an Electronic Bill of Lading - All My Sons Moving

& Storage of Charleston, LLC - PSC/ORS Certificate No. 9792-B

Dear Ms. Boyd:

Allow this letter to respectfully represent our factual memorandum to the South Carolina Public Service Commission in support of the Petitioner All My Sons Moving & Storage of Charleston, LLC ("AMS") to utilize an enhanced consumer protective electronic Bill of Lading process (a digital process). Attached as Exhibit A is a sample of the document. AMS has successfully implemented electronic Bill of Lading (BOL) and estimates in nearly all of the 30 states we currently operate in. We have seen an increase in not only the clarity of charges for the consumer, but enhanced tariff compliance, visibility, and record-keeping. We are following an already structured electronic document and signature process lead by the top tier customer-driven delivery and regulatory entities such as FedEx, United Parcel Service (UPS), United States Postal Service (USPS), and the Federal Motor Carrier Safety Administration (FMCSA) to name a few. By the end of 2020, our goal is to be 100% transitioned to this consumer-driven protective process. This technology has been designed to meet the existing regulatory requirements assuring compliance with rates and filed tariff requirements programmed into each required field. The digital product duplicates all core functions of the existing paper document with an extra layer of compliance and consumer protection that does not exist with the paper process. We are excited to share this process below with the Commission and look forward to the benefits it brings to all parties involved.

A. Digital BOL Process Overview

Each electronic BOL will require the consumer's initials and/or signature at each critical acceptance such as price per hour, travel time, number of men, and valuation to name a few, before moving to the next section. This occurs on a Driver's mobile tablet where all tariff-driven terms are clear and concise premove. This assures the customer's understanding of agreed terms prior to moving forward through the BOL terms and conditions. The same process is followed for all pre-move required documents included in our electronic BOL process: Estimate type, BOL, Contract Terms and Conditions, required selected valuation liability, and the customer's declaration of any additional value if selected. The local branch management contacts are included as well as AMS Customer Care phone numbers. Contacts are readily available prior to

the process to address any questions that might arise prior, during, or after the move process. The move will not occur (Driver cannot receive a start time) without all initials and signatures from the consumer, assuring a clear understanding of agreed terms prior to the move. This removes communication irregularities on either side that could have occurred during the sales or pre-move process. This process also assures that the Bill of Lading copies that each party receives are exact duplicates. This improved process allows full transparency, order, and clarity not plausible with handwritten carbon correspondence. Furthermore, this gives AMS and Customer a "real time" copy of what has been agreed to in a printable PDF mirroring the existing required paper documents. This also enables increased ease of reference and storage for all parties. Copies are sent via email immediately to the customer and AMS pre- and post-move, stamping times sent through electronic email which is automated. Both PDF's include all required itemizations of all terms and charges that exist on the current paper process. A post-move email is also sent containing delivery receipt acknowledgement and itemization of all final services and charges agreed upon. Customers, Regulatory Authorities, and AMS will have full access to printable PDF's matching form and manner of the existing Uniform Household Goods Bill of Lading. This will include all required ancillary documentation attached with all original required initials and signatures. Any party can store or print exactly what was signed the day of the move. AMS also retains this EXACT information on a secured site removing the lost paperwork scenario for either side or regulatory authority when a question or claim arises, saving resources and time for all parties.

In situations where a customer does not have an email, AMS will have the ability to use a paper Bill of Lading as standard operating procedure. We appreciate your time and look forward to implementing this new consumer-based procedure.

For your easy reference, the following is a recapitulation:

Electronic BOL Benefits Summary:

- Assurance of consumer's understanding prior to move of all information and terms.
- Verification and acceptance step by step through initials or signatures not possible with paper forms.
- This electronic document replicates the existing approved paper requirements and "core functions" as a receipt, evidence of or containing the contract of carriage, terms, and as a document of title.
- Customer signs all Bills of Lading and all documents and addendums required before and after move.
- No credit card imprints; card swiped onsite for charges, customer must sign in person and acknowledge.
- Exact duplicates of moving documents signed though automated email "real time" to customer and AMS servers.
- All parties can print Bill of Lading and supporting documents in order "On Demand" for easy access for any party.
- Process assures Driver and Consumer compliance to protect all parties "pre-move".
- Eliminates lost or non-duplicative documents and each BOL is a true record of move day for each party.
- Validates agreement of driver start and stop times and copies customer in "Real Time".
- Customer can clearly review all terms and charges prior to move and prior to delivery receipt.
- Consumer has ability to request paper BOL.

Thank you for your consideration.

Sincerely yours,

Jeff Wolf

Field Vice President

All My Sons Moving & Storage of

Charleston, LLC